



## LEEWARD HALEAKALĀ WATERSHED RESTORATION PARTNERSHIP



### MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING, made and entered into on the 2nd day of June, 2003, by and between Department of Hawaiian Home Lands, Department of Land and Natural Resources Division of Forestry and Wildlife, Haleakalā National Park, Haleakalā Ranch, James Campbell Estate, Kaonoulu Ranch, Kaupō Ranch, Living Indigenous Forest Ecosystems, Nu'u Mauka Ranch, 'Ulupalakua Ranch, U.S. Geological Survey, and John Zwaanstra, hereinafter referred to as the Partners, agree to form the LEEWARD HALEAKALĀ WATERSHED RESTORATION PARTNERSHIP (LHWRP), hereinafter referred to as the Partnership, and agree to participate in cooperative management activities of native watershed forests of leeward Haleakalā, Maui, on the basis of the following facts and circumstances:

1. WHEREAS, the native watershed forests of leeward Haleakalā, though fragmented and reduced to a fraction of their former extent, represent a renewable and extremely valuable biological, cultural, and economic resource;
2. WHEREAS, leeward Haleakalā's native forest ecosystems are biologically unique in Hawai'i and the world, supporting native flora and fauna and performing critical roles in increasing ground water quality and quantity, enriching soils, and moderating soil erosion;
3. WHEREAS, active, cooperative management is needed to maintain and restore the remaining native watershed forests;
4. WHEREAS, active management and conservation of these mesic and dry forests will help to preserve long-standing Hawaiian traditions and cultural practices, and thus will benefit both Hawai'i's indigenous people and all those who live in Hawai'i;
5. WHEREAS, active management of watershed forests will protect the regional water resources and allow for agricultural and managed silvicultural opportunities that will benefit Hawai'i's people and the programs of each of the Partners; and
6. WHEREAS, the lands managed by some of the Partners share common boundaries; and many of the threats to the forested watershed, such as feral ungulates, fire, and invasive non-native plants, occur across these common boundaries, and significant economic advantages will accrue to the Partners if the management of these threats is shared; and effective management is best achieved through the coordinated actions of all major landowners of native watershed forests of

leeward Haleakalā.

NOW, THEREFORE, the Partners hereby agree in principle as follows:

1. Where appropriate, to restore and manage native forests above 3500 feet elevation on leeward Haleakalā with regional genetic resources.
2. To develop jointly, where appropriate, watershed management plans for areas within the Partnership, that will document resource values and identify priority watershed management objectives and strategies within the areas included in the Partnership.
3. To consider jointly, at such places and at such intervals as may be mutually agreed upon by the Partners, programs and management projects for the Partnership.
4. To support fundraising efforts to implement the management plans.
5. That additional Partners may join the Partnership, at a later date, by amendment of this agreement, if the current Partners deem such addition appropriate.
6. The use of the term "Partnership" in this document is not intended to evidence formation of a legal partnership but rather to express a spirit of cooperation in attaining mutual goals among those identified as Partners. Hence there shall be no sharing of profits or losses, assets or liabilities. Those identified as Partners shall not have the liability of partners, nor the power to bind others identified as Partners. Rather each Partner agrees that it shall be responsible for any contract it makes or any injury it causes or any injury or damage suffered by it or by its own personnel or equipment.
7. That this Agreement does not modify any agency's existing authorities by reducing, expanding, or transferring any of the statutory or regulatory authorities and responsibilities of any of the signatory agencies.
8. That any Partner may terminate its involvement in this Memorandum of Understanding by providing 60 days prior written notice to the other Partners.

IN WITNESS WHEREOF, the Partners hereto have executed this Memorandum of Understanding as of the first date above written.

Department of Hawaiian Home Lands

By: MICK

Date: 4/20/04

Haleakalā National Park

By: [Signature]

Date: 6/2/03

Kaonoulu Ranch

By: [Signature]

Date: 6-2-03

Living Indigenous Forest Ecosystems

By: Malta K. Kanama Jr.

Date: 6/2/03

'Ulupalakua Ranch

By: [Signature]

Date: 6-2-03

John Zwaanstra

By: \_\_\_\_\_

Date: \_\_\_\_\_

Department of Land and Natural Resources

Division of Forestry and Wildlife

By: [Signature]

Date: 6/2/03

Haleakalā Ranch

By: [Signature]

Date: 6/2/03

James Campbell Estate

By: \_\_\_\_\_

Date: \_\_\_\_\_

Kaupō Ranch

By: [Signature]

Date: 6/2/03

Nu'u Mauka Ranch

By: [Signature]

Date: 6/02/03

U.S. Geological Survey, Pacific Islands  
Ecosystems Research Center

By: [Signature]

Date: 6/2/03